

Lisa Bennett

**SETTLEMENT AGREEMENT
BETWEEN MARK FOURNIER/POGO PUMPS/VIPER AIR/HAMILTON AVIATION AND
RAVALLI COUNTY AIRPORT**

This Agreement is entered into between the Ravalli County Airport, (hereinafter "Airport") and Mark Fournier/Pogo Pumps, LLC/Viper Air, LLC/Hamilton Aviation, LLC, (hereinafter collectively "Hamilton Aviation").

1. **Purpose.** The purpose of this Agreement is to reach a full settlement of the claims brought by Hamilton Aviation in the informal complaint (attached as exhibit "A") filed with the Federal Aviation Administration, (hereinafter "Complaint").
2. **Duties of the Airport.**
 - 2.1. The Airport shall lease site #598 to Hamilton Aviation, LLC. The Airport shall waive the development fee for this parcel due to the agreement of Hamilton Aviation to vacate previously developed spaces. The Airport will charge ½ of the normal lease rate since hangar cannot be placed on the site at this time due to the Part 77 transitional surface (7:1) and Hamilton Aviation will build a public apron. This shall be a 10 year lease.
 - 2.2. The Airport shall lease site #594 to Hamilton Aviation, LLC. The Airport shall waive the development fee for this parcel due to the agreement of Hamilton Aviation to vacate previously developed spaces. The Airport will charge ½ of the normal lease rate since hangar cannot be placed on the site at this time due to the Part 77 transitional surface (7:1) and Hamilton Aviation will build a public apron. This shall be a 10 year lease.
 - 2.3. The Airport shall lease the northwest site in the Airport fuel farm to Hamilton Aviation, LLC. This shall be a 10 year lease.
 - 2.4. The Airport shall submit a request to modify the Airport ALP to FAA such that the lease site north of #528 is shown as an automobile parking lot.
 - 2.5. The Airport shall request that the Ravalli County Road and Bridge Department build the road depicted with a dashed lines on exhibit "B." All parties agree that the Airport has no ability to compel that department to build that road. However, in either event, the Airport shall build the road depicted with a solid line on exhibit "B."
 - 2.6. The Airport shall make reasonable efforts to extend or modify the physical spaces leased to Hamilton Aviation if such extensions or modifications are necessary to meet fire codes or security requirements.
 - 2.7. The Airport shall approve the aircraft parking plan as depicted in exhibit "C."
 - 2.8. The Airport shall allow Hamilton Aviation to use the topsoil of the sites #598 and #594 in whatever manner Hamilton Aviation chooses, including the ability to trade the topsoil for fill.

2.9. Upon Hamilton Aviation's vacation of them, the Airport shall designate sites #195 and #199 as ramp space. The Airport shall not lease site #195 for at least 5 years and site #199 for at least 10 years to any FBO

3. Duties of Hamilton Aviation.

3.1. Hamilton Aviation shall install and use a vault for its wastes unless and until it obtains approval to place its wastes in the septic system referenced in Ravalli County Environmental Health Department permit #12392-R. Approval shall be sought by having the system engineer provide documentation to the Ravalli County Board of Health that the system was designed to be able to handle a larger load, and asking the Ravalli County Board of Health to approve an additional connection.

3.2. All of Hamilton Aviation's fuel tanks shall receive approval from the Montana Fire Marshall prior to their placement or operation.

3.3. Hamilton Aviation shall construct public apron space on lease sites #594 and #598. That public apron space shall be designed and constructed to match current and future pavement systems.

4. Agreed Actions of the Parties.

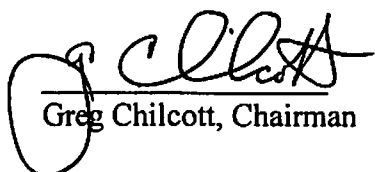
4.1. The parties agree that the leases for sites #195 and #199 held by Hamilton Aviation at the Airport shall be null and void upon the installation of Hamilton Aviation's fuel tank, currently situated upon site #199, upon site #598.

4.2. The parties agree to amend the terms of the lease for site #528 so that the lessee is changed to "Hamilton Aviation, LLC." The use of the leased site, currently listed on page 2, ¶ 2 "Commercial Space" shall be amended from "Aircraft Maintenance [sic] - Aircraft Storage" to "those services provided by an FBO."

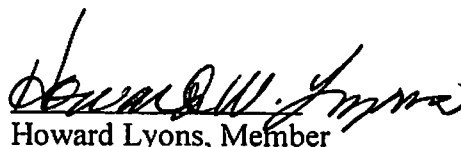
5. **Full and Final Agreement.** The parties agree that this constitutes the entire, final and integrated agreement between the parties of the Complaint.

6. **Enforcement.** The parties agree that should any party to this agreement allege that the terms and conditions have not been followed, that party must contact the other party to arrange a meeting to discuss the alleged breach. That meeting shall be a precondition of bringing suit to enforce any terms of this agreement. Any judicial enforcement of this action shall take place in the courts of the 21st Judicial District, Ravalli County, Montana, and this agreement shall be interpreted under the laws of the State of Montana.

Approved by the Airport this 12th day of June, 2007.


Greg Chilcott, Chairman

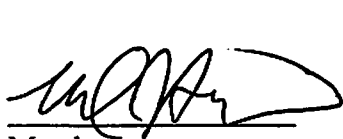
Absent
Alan Thompson, Member



Howard Lyons, Member

Approved by Pogo Pumps, LLC, this 12 day of June, 2007.


Managing Member

Approved by Hamilton Aviation, LLC, this 12 day of June, 2007.


Member


Member

Approved by Mark Fournier this 12 day of June, 2007.


Mark Fournier

Approved by Viper Air, LLC, this 12 day of June, 2007.


Member

RECEIVED

APR 24 2007

HLN/ADO

FAA Office Suite 2
Attn: Dave Stelling
2725 Skyway Drive
Helena, Mt 59602

Mark J. Fournier
210 Airport Rd #195
Hamilton, Mt 59840
406-370-2996

April 24, 2007

Re: Official complaint against the sponsors of the Ravalli County Airport for violation of the FAA Grant Assurances for a federally funded airport.

Attached is a outline brief of our complaint. We are making the following claims

1. The sponsor violates section 22 Economic Nondiscrimination section a., section b. subsection (1), (2), section c., section h.
2. The sponsor violated section 23 Exclusive Rights
3. The sponsor violated section 24 Fee and Rental Structure.

Furthermore, the sponsor has allowed Bill Stewart to maintain a hanger that was built in violation of his lease setbacks and in violation of the ALP B2 taxi way setbacks. The sponsor has allowed Northstar Aviation to violate state law as it pertains to reclaiming of a abandon septic tank for over three years with full knowledge.



ex: A

Fournier Proposal:

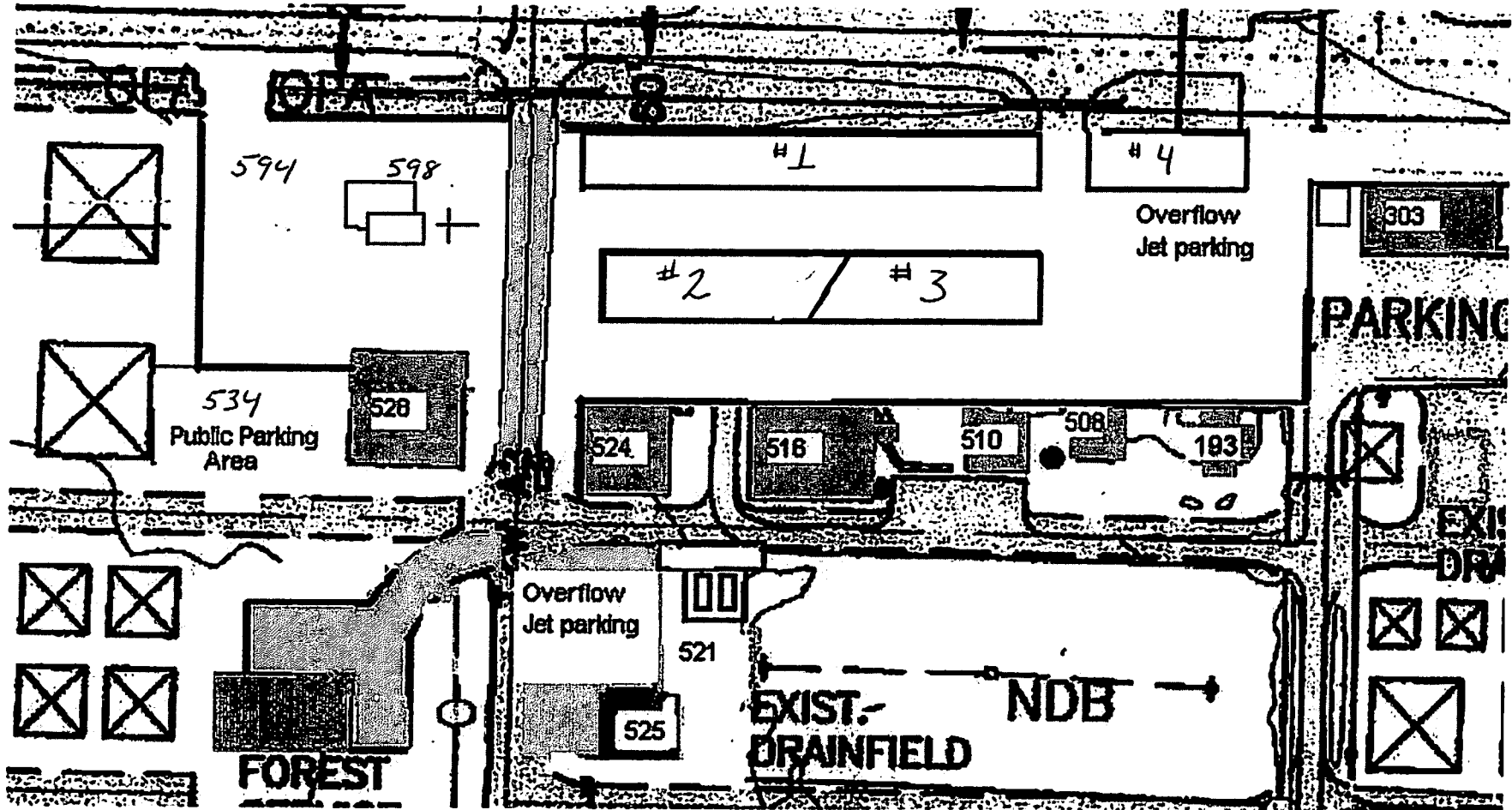
#1 Added a public parking lot in current site 534 to be used by the Forest Svc, future hangars, and Mark Fournier.

#2 Hamilton Aviation self serve, proposed to move Hamilton Aviations self serve to the north of Bldg 528 this will require moving the fuel point from site 199 to site 598 placed at the appropriate distance to meet the 7/1 from the OFZ. Allow an entrance be placed in the north east corner of Site 594 to attach to the main taxiway. Change ALP so no future building on this site will be allowed. For the cost of moving site 199 recommend a no development fee be charged for site 594 and 598 to assist in absorbing the cost or developing the public portion of the ramp.

#3 Current tie down areas #1, #2, #3 and #4 will be set up as follows:

a. #1 and #4 on the east side will be used for annual or transient aircraft tie down leases if occupied. #2 the annual occupants will be moved to #1 and #4. #2 spots will be leased to Hamilton Aviation. #3 spots will be leased to North Star. Spots #2 and #3 will be equally divided. West of #4 spot will then be used for overflow parking jets etc from either FBO. The leased ramp space between North star and tie down #2 and #3 will be removed and no parking allowed except for loading and unloading. The intent of this is to put it back to a taxiway status. The SEAT base will also be used for overflow parking when not in use by the Forest Service. The Taxiway in front of #528 will be for loading and unloading only.

#4 This proposal will allow for separation of the 2 FBO's and will allow for a smooth traffic flow through the ramp area. There shall be no parking on taxiway or ramp area other than in designated areas.



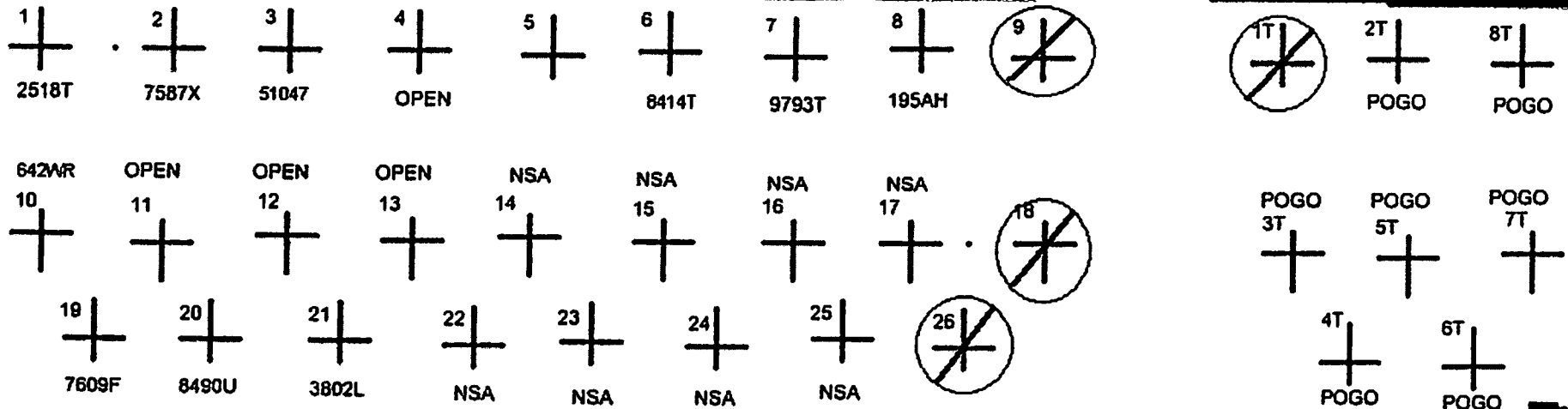
Ex C

Old Parking Plan

500227

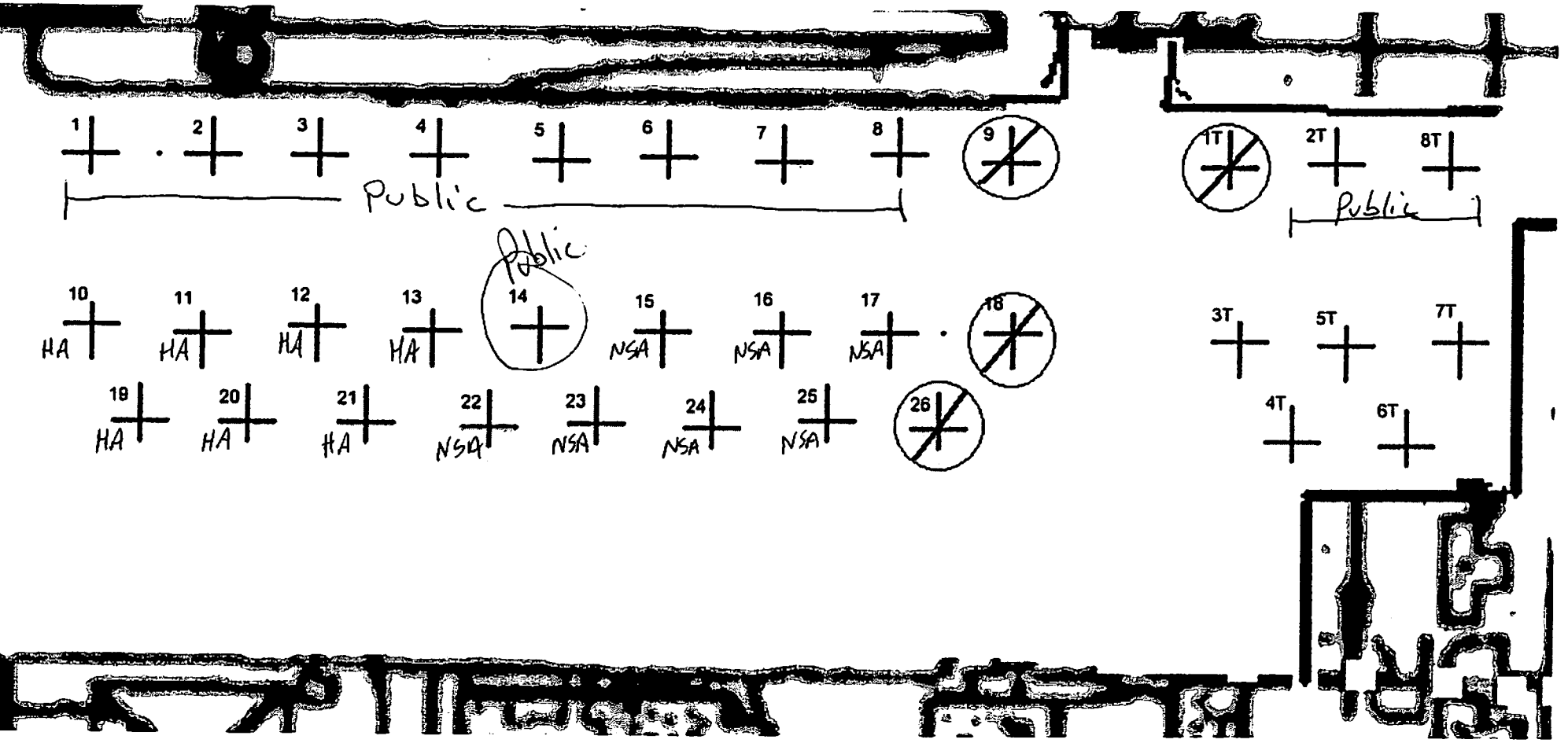
STATE OF MONTANA

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3 of 4

New Parking Plan



4 of 4